

**MEMORANDUM OF AGREEMENT
STADIUM NAMING RIGHTS**

Alliance Bank, N.A. ("Alliance Bank") and County of Onondaga ("County") mutually agree that Alliance Bank will pay 2.8 Million Dollars over a period of twenty (20) years to the County and the County will provide to Alliance Bank the naming and advertising rights to the Onondaga County Multi-Use Stadium (formerly P&C Stadium) as further described herein.

Alliance Bank and the County mutually agree that:

- (1) The County owns and operates the multi-purpose stadium containing a minimum of 11,100 seats located between Hiawatha Boulevard and Park Street in Syracuse, New York and has the power and authority to enter into this Memorandum of Agreement.
- (2) Alliance Bank will provide to the County 2.8 Million Dollars payable in annual installments over a period of twenty (20) years commencing on October 1, 2005 in accordance with a Schedule to be agreed upon by Alliance Bank and the County. Alliance Bank's commitment hereunder is expressly conditioned upon the continued use of the Alliance Bank Stadium during each calendar year of the twenty (20) year term, for the play of professional triple A baseball games and related activities by the Syracuse Sky Chiefs or any successor triple A club from on or about April 1 each year to the date on which the club's last game is played during the applicable league season including any and all preseason games, regular season games, exhibition games, post season games and "all-star" games.
- (3) Alliance Bank and the County recognize and acknowledge that attendance at the ~~_____~~ and other events held at the Alliance Bank Stadium creates value for Alliance Bank for advertising purposes and for ~~_____~~. In the event that less than one-half (1/2) of the regular season scheduled Syracuse Sky Chiefs games are played in the Alliance Bank Stadium in any calendar year, for whatever reason, the payment for such year shall be deferred and one additional year shall be added to the term of this Agreement during which the deferred payment shall be made.
- (4) Alliance Bank will receive prominent lighted display of its name and logo in no fewer than eight (8) locations on the building, including the most visible places from Route 81, the approach to the field, the scoreboard and the most photographed and prominent architectural elements, as generally shown in the computer generated presentation by the County, a copy of which is attached hereto as Schedule A. In addition, the County shall provide free standing pennant type flags in the parking areas bearing the Alliance Bank name and logo. The Stadium will be named and called "Alliance Bank Stadium". The County agrees that it will reference the Alliance Bank Stadium in any and all promotional and marketing materials produced by the County in connection with the use and promotion of the Alliance Bank Stadium including, without limitation, the County's web site. All tickets to events at the

* Not blacked out intentionally. Here is the actual language:
 ... Syracuse Sky Chiefs games and ...
 ... establishing brand name and logo recognition ...

stadium shall bear the Alliance Bank logo and the name Alliance Bank Stadium. The County shall use its best efforts to cause anyone using the Alliance Bank Stadium facility to include the name Alliance Bank Stadium and logo in its promotional and marketing materials. All Alliance Bank Stadium signage shall be fabricated by the County with the prior approval of Alliance Bank and installed in the Alliance Bank Stadium at the County's sole cost and expense. At the end of each five (5) years of the twenty (20) year term (as the same may be extended) or sooner if any of the signs are damaged or destroyed by whatever cause, the parties shall review each of the signs to determine if any sign needs to be repaired, refurbished or replaced. Any required repair, refurbishment or replacement shall be effected by the County at its cost and expense. In the event that Alliance Bank is not the survivor in any merger or other acquisition of Alliance Bank during the twenty (20) year term (as the same may be extended), the County agrees to fabricate and install new signage bearing the name of Alliance Bank's successor. In the event the obligations of Alliance Bank under this Agreement are not assumed by the successor by operation of law, Alliance Bank shall use its best efforts to obtain the agreement of the successor to assume its obligations under this Agreement. In the event that Alliance Bank elects to change its name and/or logo for any reason, the County agrees to fabricate and install new signage acceptable to Alliance Bank.

- (5) The street now referred to as "P&C Parkway" shall be renamed "Alliance Bank Parkway".
- (6) The twelve (12) person stadium suite identified as number 307 with tickets to AAA baseball, and other stadium events where feasible, along with three (3) VIP parking passes. Alliance Bank agrees to comply with all rules and regulations applicable to the use of its suite.
- (7) Use of the Alliance Bank Stadium for its own events so long as it does not conflict with AAA baseball and other events scheduled for the facility. Said events will be coordinated with the Onondaga County Parks Department and Alliance Bank will be responsible for all reasonable and customary use charges established by the Onondaga County Parks Department for community events held at the Alliance Bank Stadium.
- (8) * ~~_____ will be provided the opportunity to promote special events with the Syracuse Sky Chiefs.~~
- (9) Alliance Bank will have exclusive naming and advertising rights in the Alliance Bank Stadium and no other commercial bank, financial services company, trust company or commercial bank or bank subsidiary leasing company shall be granted such naming and/or advertising rights during the twenty (20) year term (as the same may be extended).
- (10) At the end of the twenty (20) year term (as the same may be extended), Alliance Bank (or its successor) shall have the first right of refusal to continue the Alliance Bank Stadium naming and advertising rights.
- (11) This Memorandum of Agreement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns and spells out the principal points between the parties. If

* Alliance Bank will be provided the opportunity to promote special events with the Syracuse Sky Chiefs.


any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each and every other provision shall be valid and enforced to the fullest extent permitted by law. It is further understood that a formal detailed agreement will be executed which will embody the points listed herein.

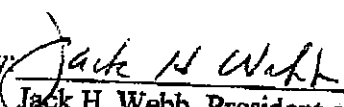
DATED: 2/15/05

DATED: 2/15/05

ONONDAGA COUNTY

ALLIANCE BANK, N.A.

By: 
Nicholas J. Pirro, County Executive

By: 
Jack H. Webb, President and
Chief Executive Officer

#68205

AMENDMENT TO MEMORANDUM OF AGREEMENT
STADIUM NAMING RIGHTS

THIS AMENDMENT is to a certain Memorandum of Agreement Stadium Naming Rights that was executed and delivered on February 15, 2005 ("Agreement") and entered into by and between the **County of Onondaga ("County") and Alliance Bank, N.A. ("Alliance Bank")**. Capitalized terms not otherwise defined in this Amendment will have the same meanings as set forth in the Agreement.

1. Paragraph 9 of the Agreement is hereby modified to now read as follows:

"(9) Alliance Bank will have exclusive Naming Rights in the Alliance Bank Stadium. Nothing herein is intended to prohibit the sale of advertising by a lessee or lessees of Alliance Bank Stadium to any other commercial bank, financial services company, trust company or commercial bank or bank subsidiary leasing company on any sign or display in Alliance Bank Stadium nor to prohibit the sale by a lessee of Alliance Bank Stadium of the right to name an event taking place in Alliance Bank Stadium, such as but not limited to a "Night" named after any other commercial bank, financial services company, trust company or commercial bank or bank subsidiary leasing company. The permitting of such advertising or event naming rights shall not be construed as abridging any of the rights of Alliance Bank as set forth in this Paragraph 9 or any of the other provisions of this Agreement."

2. The following shall be added at the end of paragraph 4 of the Naming Rights Agreement:

"Alliance Bank shall also have the right to display its name and logo behind home plate on four (4) panels along the backstop wall, each panel measuring approximately forty-four inches by forty-two inches (44" x 42") at a location of its choice. Alliance Bank also has the right to locate one advertising sign on the outfield wall at ABS, at no additional cost to Alliance Bank."

3. For the 2012 Baseball Season, the County shall reserve the use of a suite (No. 307) for Alliance Bank. The use of this twelve (12)-person suite shall include tickets to Triple A baseball, along with three (3) VIP parking passes. Commencing with the 2013 Baseball Season, the County shall reserve the use of Suite No. 301 for Alliance Bank. The County agrees to pay up to **TEN THOUSAND DOLLARS (\$10,000.00)** for Alliance Bank requested

improvements to Suite No. 301 prior to the start of the 2013 Baseball Season. The use of Suite No. 301 by Alliance Bank shall include twenty (20) tickets to all Triple A baseball games at the Stadium along with five (5) VIP parking passes.

4. Except as provided for in this Amendment, all other terms of the Agreement remain unchanged and in full force and effect.

5. This Amendment may be executed in counterparts, each of which shall be considered as an original document, but all of which taken together shall be deemed one and the same document.

IN WITNESS WHEREOF, the County and Alliance Bank have executed and delivered this Amendment which is dated as of February 29th, 2012.

COUNTY OF ONONDAGA

By: Joanne M. Mahoney
mjm Joanne M. Mahoney, County Executive

ALLIANCE BANK, N.A.

By: Jack H. Webb
Jack H. Webb, President and Chief Executive Officer